Fiscal Agent & Grant
Intergovernmental Agreement

This Fiscal Agent & Grant Intergovernmental Agreement ("**Agreement**"), dated as of October 5, 2026, is entered into by and between Cochise County, an Arizona county and political subdivision ("**Grantee**") and Portal Rescue Inc., a non-profit or special taxing district established under the laws of the State of Arizona ("**Sub-Recipient**," and together with Grantee, each, a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, the Howard G. Buffett Foundation ("**HGBF**") has agreed to provide grant funding in the amount of $1,070,000.00 to Grantee, through the Cochise County Sheriff's Office, as a pass-through recipient of such funds (the "**Grant**");

WHEREAS, distribution of the Grant is conditioned upon Grantee's administration and management of the Grant, among other conditions, as set forth in that certain Memorandum of Understanding, by and between HGBF and Grantee, dated on or about April 14, 2026 with an effective date of July 1, 2026 (the "**MOU**");

WHEREAS, pursuant to the MOU and the exhibits thereto (attached to this Agreement as Exhibit A and incorporated herein by reference) Grantee shall be the lead agency responsible for distributing the Grant to certain authorized fire departments, including Sub-Recipient;

WHEREAS, pursuant to *e.g.,* A.R.S. §§ 11-251(59) and 11-952, Grantee is empowered to enter into this Agreement with Sub-Recipient, and Grantee desires to: (i) enter into this Agreement subject to the terms and conditions set forth herein and in the MOU; (ii) administer, on Sub-Recipient's behalf, the portion of Grant funds allocated in the MOU to Sub-Recipient in the amount of $120,000 (including any interest that may be earned thereon, the "**Funds**"); and (iii) act as Sub-Recipient's fiscal agent so that Sub-Recipient may receive said Funds; and

WHEREAS, pursuant to A.R.S. § 48-805(A)(17), the Sub-Recipient is authorized to enter into this Agreement and desires to: (i) enter into this Agreement subject to the terms and conditions set forth herein and such terms of the MOU made applicable to the Sub-Recipient as provided herein; (ii) accept the Funds from Grantee as the passthrough recipient of HGBF; and (iii) permit Grantee to act as Sub-Recipient's fiscal agent.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Sub-Recipient agrees to accept the Funds, with the Grantee acting as the fiscal agent, subject to the following terms and conditions:

ARTICLE I - GENERAL PROVISIONS

1.1 Contents of Agreement. The terms set forth in the Recitals are incorporated herein as if fully restated herein. This Agreement between the parties will consist of this Agreement and the MOU and its exhibits, attached hereto as Exhibit A, as if fully restated herein.

1.2 General Definitions. Unless otherwise provided herein, when used in this Agreement:

(a) "Fiscal agent" means the Grantee, under an agency relationship, which has agreed, and is authorized by the Sub-Recipient, to conduct only the following transactions: (1) accepting the Funds on behalf of Sub-Recipient and (2) promptly disbursing the Funds to Sub-Recipient. Grantee shall undertake reasonable efforts to disburse the funding to the Sub-Recipient within thirty (30) days from the date on which the Grantee receives the Grant funding from HGBF or the Effective Date (defined below) of this Agreement, whichever is later.

(b) "Grant" means the total funding awarded by HGBF to the various fire departments as contemplated in the MOU.

(c) "Project" means the use of Grant funding by the various fire departments contemplated in the MOU exclusively for the use of said fire departments and, with respect to Sub-Recipient, means use of the Funds solely for the use and benefit of Sub-Recipient and the improvement of its emergency services, equipment and facilities.

ARTICLE II - TERM

2.1 The term of this Agreement ("**Term**") shall commence upon execution by both Grantee and the Sub-Recipient ("**Effective Date**") and shall terminate on June 30, 2027 (the "**Expiration Date**") unless sooner terminated in accordance with the terms of this Agreement.

ARTICLE III – SCOPE; LIMITATION OF LIABILITY; INDEMNITY

3.1 Each Party shall be responsible for its own costs and fees it incurs in its performance of this Agreement. The Sub-Recipient has overall responsibility for managing the grant funding provided by HGBF for the benefit of the Project in accordance with the terms and conditions set forth in this Agreement including all attachments hereto. The Sub-Recipient agrees and shall use the Funds exclusively for the Project unless otherwise approved in writing by HGBF and written notice is provided to Grantee.

3.2 Sub-Recipient acknowledges and shall comply with the obligations imposed on Grantee by Paragraph (i) of the MOU. Without limiting the foregoing, Sub-Recipient may not use HGBF's name for fundraising purposes and is required to obtain HGBF's written consent in writing if it wishes to use HGBF's name or logo for any purpose, with written notice provided to Grantee. Sub-Recipient shall forward a copy of any public acknowledgment to HGBF for its records with a copy to Grantee.

3.3 Beyond acting as a fiscal agent and accepting the Funds on behalf of the Sub-Recipient, Grantee assumes no responsibility for Sub-recipient's participation in the Project,

supporting the Sub-Recipient, or ensuring that the Sub-Recipient fulfills all obligations under this Agreement. Sub-Recipient shall indemnify and hold harmless Grantee, and each of Grantee's officers, employees, agents and other representatives, against any and all liabilities, including judgments, third-party claims, costs and reasonable counsel fees, arising or resulting from: (i) Sub-Recipient's acts or omissions performed under or in violation of this Agreement, including all such causes of action based upon allegations of negligent or intentional acts on the part of the Sub-Recipient, its officers, employees, agents, representatives, contractors, licensees, or invitees; (ii) Sub-Recipient's breach of applicable law, (iii) Sub-Recipient's failure to meet reporting obligations and obligations to return Funds as required under this Agreement; and (iv) Sub-Recipient's breach of the publicity obligations imposed in Section 3.2.

ARTICLE IV - AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

4.1 The Sub-Recipient will use the Funds exclusively for the Project, which may include costs attributable to and arising from providing those services and activities that are part of the Project. The Sub-Recipient bears the responsibility for monitoring and ensuring that the funding is used for only those purposes, services, and activities included in Attachment A.

4.2 Any material change in the term or scope of the Project be approved in writing by HGBF in advance with written notice provided to Grantee.

4.3 Title to any property, both real and personal, purchased with Funds shall be taken in the name of the Sub-Recipient. The Grantee may choose to act, but is not required to so act, as a purchasing agent for the Sub-Recipient; provided that any property purchased with the Funds shall become the property of the Sub-Recipient.

4.4 Unless otherwise stipulated in writing, the Funds are provided to Sub-Recipient with the understanding that neither HGBF nor Grantee has any obligation to provide the Sub-Recipient with any other funding or financial support.

ARTICLE V – GRANTEE'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

5.1 By executing this Agreement, the Grantee represents and warrants that:

(a) All resolutions or other formalities necessary to authorize the execution and delivery of this Agreement by the person executing this Agreement on behalf of the Grantee have been fully adopted, passed, or enacted by the Grantee's governing body.

(b) This Agreement is valid and legally binding upon the Grantee and has been executed and delivered by the Grantee in such manner and form as to comply with all laws, regulations, and policies applicable to the Grantee.

(c) The Grantee will not assess any fee, tax, or other charge upon Sub-Recipient in relation to this Agreement or any administrative or management obligation arising hereunder.

5.2 The Grantee acknowledges that nothing contained in this Agreement, nor any act of HGBF, the Grantee or the Sub-Recipient, will be deemed or construed to create any principal and agency, partnership, joint venture, or other similar association or relationship between the Parties.

ARTICLE VI – SUB-RECIPIENT'S REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

6.2 By executing this Agreement, the Sub-Recipient represents and warrants that:

(a) The Sub-Recipient is duly organized and validly existing under Arizona law, is exempt from federal income taxes (whether under Section 501(c)(3) of the Internal Revenue Code or some other applicable provision) and has all requisite power and authority to enter into this Agreement and accept Funding.

(b) This Agreement is valid and legally binding upon the Sub-Recipient and has been executed and delivered by the Sub-Recipient in such a manner and form as to comply with all applicable bylaws or organizational documents of the Sub-Recipient.

(c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed to exist by the Sub-Recipient, which: (i) questions the legal status of the Sub-Recipient or its authority, including the Sub-Recipient's or its officers' ability to enter into and validly execute this Agreement; or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Sub-Recipient which would materially and substantially impair the Sub-Recipient's ability to manage funding or to perform any of the obligations imposed upon the Sub-Recipient by this Agreement.

(d) The representations, statements, and other matters contained in this Agreement are true and complete and are not misleading in any material respect.

(e) The Sub-Recipient will comply with all applicable federal, state, and local laws in carrying out its obligations under this Agreement. Sub-Recipient acknowledges and agrees that all Funds must be used in a manner that is consistent with the United States Internal Revenue Service regulations and the laws of the United States.

6.3 The Sub-Recipient acknowledges that nothing contained in this Agreement, nor any act of HGBF, the Grantee or the Sub-Recipient, will be deemed or construed to create any principal and agency, partnership, or joint venture, or other similar association or relationship between the Sub-Recipient and Grantee nor between Sub-Recipient and HGBF.

6.4 Sub-Recipient hereby makes the same acknowledgments as those made by Grantee to HGBF in Paragraph (h) of the MOU.

ARTICLE VII - DEFAULTS AND REMEDIES

7.1 The Sub-Recipient will be considered in default if the Sub-Recipient either: (a) uses the Funds for any purpose other than activities related to the Project, or (b) fails to perform its obligations agreed to in this Agreement.

7.2 Either Grantee or HGBF may terminate this Agreement if HGBF determines that the Sub-Recipient has defaulted on any of its obligations under this Agreement. If HGBF has reason to believe that the Sub-Recipient has defaulted on any obligations under this Agreement and issues a notice thereof to the Grantee ("**Default Notice**") Grantee shall promptly provide a copy of the Default Notice to Sub-Recipient unless Grantee reasonably believes HGBF has already provided the Default Notice thereto. Sub-Recipient shall deliver all reports, records, and accountings sufficiently necessary to provide HGBF with the current status of the Project, including but not limited to information documenting the Sub-Recipient's use of the Funds, no later than thirty (30) calendar days after the Sub-Recipient's receipt of the Default Notice (whether from Grantee or HGBF). Sub-Recipient may be given an opportunity to cure the default if permitted by the terms of the MOU or otherwise consented to by HGBF. Notwithstanding the foregoing, Sub-Recipient acknowledges that compliance with this Agreement is its own responsibility, and Grantee shall not be liable in any respect if Grantee fails to provide Sub-Recipient with a Default Notice caused by Sub-Recipient's breach of its obligations under this Agreement.

7.3 Upon the occurrence of any default, the Parties acknowledge that either HGBF or Grantee may take appropriate action to recapture the Funds, provided that the foregoing shall not be construed as an obligation on Grantee to do so. For purposes of this Section, "appropriate action" means any remedial action legally available, including, without limitation, (a) terminating the Agreement, (b) suits for declaratory judgment, specific performance, or temporary or permanent injunctions, and (c) and any other available remedy.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 Either Party may terminate this Agreement at any time during the Term by providing thirty (30) calendar days' written notice to the other Party. Upon notice, Sub-Recipient shall immediately cease any expenditures from the Funds absent express written consent to the contrary from HGBF, provided that written consent indirectly provided by HGBF to Sub-Recipient through Grantee shall be deemed such a consent.

8.2 As soon as possible after notice of termination, and in no event later than thirty (30) days after the effective date of termination, Sub-Recipient will return all unspent and uncommitted Funds, including accumulated interest, to Grantee, along with a final progress report and full financial accounting of Sub-Recipient's use of the Funds. Notwithstanding the foregoing, in the event that the termination date is the same as this Agreement's Expiration Date, then Sub-Recipient shall have fifteen (15) days to return said Funds and provide said records, provided that the Parties may agree to such other period to enable Grantee to comply with its obligations to HGBF as set forth in Paragraph (e) of the MOU.

8.3 Grantee may immediately terminate this Agreement by written notice to Sub-Recipient upon the following occurrences: (i) Sub-Recipient uses the Funds outside the scope of the Project as may be reasonably determined by Grantee or as HGBF may determine; (ii) Sub-Recipient fails to provide records in accordance with Paragraphs (c) and (j) of the MOU, as made applicable to Sub-Recipient by this Agreement; (iii) Sub-Recipient is in breach of applicable local, state or federal law in connection with its use of the Funds, including but not limited to laws and regulations of the United States Internal Revenue Service; or (iv) Sub-Recipient violates Grantee's obligations to HGBF relating to use of

HGBF's name or logos as more fully stated in Paragraph (i) of the MOU, which is hereby made equally applicable to Sub-Recipient.

8.4 Notwithstanding anything to the contrary in this Agreement, Sub-Recipient acknowledges and agrees that the MOU contemplates that HGBF and Grantee may terminate the Grant and MOU upon the occurrence of certain conditions. In such event, Sub-Recipient acknowledges and agrees that the effective date of termination of this Agreement shall be concurrent with the applicable effective date of termination of the MOU.

8.5 HGBF's and Grantee's rights and remedies (including, without limitation, the right to take appropriate action to recover the Funds) will survive termination of the Agreement.

ARTICLE IX - REPORTS

9.1 During the term of this Agreement, the Sub-Recipient must submit progress reports and a full financial accounting that summarize the expenditures made and provide updates on the general status of the Project no later than thirty (30) calendar days after:

(a) Reasonable request by Grantee or HGBF;

(b) December 1, 2026; and

(c) Completion of the Project or the end of the Term, whichever occurs first.

9.2 Upon request by HGBF, the Sub-Recipient shall promptly provide such additional information, reports, and documents as HGBF may request. Sub-Recipient shall make its expenditure accounts available to HGBF's accountant for inspection within fifteen (15) days or when otherwise due by Grantee per the requirements of Paragraph (c) of the MOU, provided that Grantee has provided Sub-Recipient reasonable notice of the HGBF's request for such information.

ARTICLE X - MISCELLANEOUS

10.1. HGBF shall be a third party beneficiary to this Agreement and shall have the right to enforce the Agreement to the extent it deems such enforcement necessary or advisable to protect its rights.

10.2. All amendments, notices, requests, and disclosures of any kind made pursuant to this Agreement shall be in writing unless otherwise provided for in this Agreement.

10.3. Any communication will be deemed effective as of the date such communication is received by the addressee, return receipt requested, delivered to the following primary address listed for each party:

If to the Sub-Recipient:	PO Box 16331, Portal AZ 85632
If to the Grantee:	CCSO,205 N Judd Dr, Bisbee AZ 85603

10.4. This Agreement, including any right, benefit, or obligation arising hereunder, may not be transferred or assigned without the prior written approval of the HGBF and the Parties. Notice of any assignment approved by HGBF must be provided to all other Parties by the Party requesting the assignment.

10.5. No delay or omission of Grantee in exercising any right or remedy available under this Agreement will impair any such right or remedy, or constitute a waiver of any default, or an acquiescence thereto.

10.6. The invalidity of any provision of this Agreement will not affect the validity of the remaining provisions hereof.

10.7. This Agreement, and any attachments or incorporated documents, constitutes the entire agreement between Grantee and the Sub-Recipient, and supersedes all prior oral and written agreements between the parties hereto with respect to this Grant.

10.8. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and together will constitute but one and the same instrument.

10.9. HGBF reserves and has the exclusive right to waive any requirement or provision under this Agreement; provided that, no act, by or on behalf of HGBF, will be deemed or construed to be a waiver of any such requirement or provision, unless the same be in writing expressly stated to constitute such waiver.

10.10. Notwithstanding any other provision herein to the contrary, nothing in this Agreement shall be deemed a waiver of any party's applicable sovereign immunity. Grante shall have no liability for any of the Sub-Recipient's actions under or pursuant to this Agreement. The Sub-Recipient agrees to be responsible for liabilities arising from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective, duly authorized representatives, as of the day and year written below.

GRANTEE:
Cochise County

By: _____
Name: Frank Antenori
Title: Chair of Board of Supervisors

ATTEST:

_____
Lara Loewenheim, Clerk of the Board

SUB-RECIPIENT:
Portal Rescue Inc.

By: Cary Booth
Name: Cary Booth
Title: President

ATTEST:
David M Newton
David Newton, Fire Chief

Intergovernmental Agreement Determination

In accordance with A.R.S. § 11-952, the undersigned attorneys have reviewed the above Agreement including any attachments thereto, if applicable. Based on the review of the Agreement, each undersigned attorney confirms that the Agreement is in proper form and is within the powers and authority granted to the party such attorney represents.

ON BEHALF OF GRANTEE:

Daniel Restrepo
Civil Deputy County Attorney

ON BEHALF OF SUB-RECIPIENT:

Nicolas J. Cornelius
Attorney for Portal Rescue Inc.